PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, NOVEMBER 10, 2026

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, November 10, 2026**. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., Monday, November 9, 2026**. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

Except as otherwise noted, these tentative rulings are issued by the **HONORABLE TRISHA J. HIRASHIMA** and if oral argument is requested, it will be heard at **8:30 a.m. in Department 32**, located at 10820 Justice Center Drive, Roseville, California 95678.

PLEASE NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR ALL CIVIL LAW AND MOTION MATTERS. (Local Rule 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.

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1. M-CV-0088793 JPMorgan Chase Bank v. Koch, Matthew J Jr.

Motion to Enforce Settlement

The unopposed motion is granted in part pursuant to Code of Civil Procedure section 664.6.

Plaintiff seeks entry of judgment in the amount of $1,312.05. The parties stipulated in writing defendant was to make monthly installment payments to plaintiff totaling $2,178.05. Plaintiff presents evidence defendant made payments totaling $1,036 but has since defaulted. The court finds defendant defaulted on the terms of the settlement agreement and Code of Civil Procedure section 664.6 enforcement is appropriate. The court further finds defendant is entitled to credits of $1,036. The court observes plaintiff is requesting a principal balance as alleged in the complaint ($2,618.05) rather than the lesser amount the parties agreed to in the written stipulation ($2,178.05). Accordingly, judgment is entered for plaintiff as against defendant in the reduced amount of $1,142.05 (damages of $2,178.05 less credits of $1,036).

2. M-CV-0093303 Wells Fargo Bank v. Powers, Danny

Motion to Set Aside Judgment

Plaintiff's unopposed motion is granted. (Code Civ. Proc., §§ 473, subd. (b), 128, subd. (a)(8).) The default judgment entered on August 14, 2026 is set aside. The abstract of judgment issued September 8, 2026 is recalled. The action is ordered dismissed without prejudice.

3. S-CV-0051202 Khachadourian, Gilbert Jr. v. Cook, Richard Noah

Motion for Trial Preference

Plaintiffs move for trial preference pursuant to Code of Civil Procedure section 36(e). The unopposed motion is granted.

"[T]he court may in its discretion grant a motion for preference that is supported by a showing that satisfies the court that the interests of justice will be served by granting this preference." (Code Civ. Proc., § 36, subd. (e).) "There can be little argument that [S]ection 36 was enacted for the purpose of assuring that an aged or terminally ill plaintiff would be able to participate in the trial of his or her case and be able to realize redress upon the claim asserted." (*Looney v. Superior Court* (1993) 16 Cal.App.4th 521, 532.)

Plaintiffs present sufficient evidence that plaintiff Khachadourian Jr. suffers from a serious illness that could potentially affect his ability to participate in the trial of his case. Plaintiff Khachadourian Jr.'s physician indicates in his declaration that it is his opinion, to a reasonable degree of medical probability, that a trial delay of many additional months creates a meaningful risk that either progression of plaintiff Khachadourian Jr.'s disease or the effects of his treatment could materially impair his ability to participate fully in a length trial. Although the condition is treatable, it is incurable, and plaintiff Khachadourian Jr. has already experienced a relapse. While plaintiff Khachadourian Jr. is only 62 years old and expected to survive beyond six months, the possibility of his condition worsening and preventing him from participating fully in his trial is certainly higher than that of the average, healthy plaintiff. Therefore, the court finds that plaintiffs have made a satisfactory showing that granting preference would be in the interests of justice to ensure plaintiff Khachadourian Jr. may fully participate in the trial of his case. The trial shall commence prior to the expiration of 120 days from this order, which is by March 10, 2027, pursuant to Code of Civil Procedure section 36(f).

4. S-CV-0052433 Singh, Gurwinder v. FCA US

The motion for attorneys' fees is continued to **December 15, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

5. S-CV-0052572 Michel, Arturo Daniel v. Autonation Parts Center

Amended Motion to Set Reasonable Deposition Fee

Defendant challenges the hourly rate of $2,500 for deposition testimony for plaintiff's non-retained expert, Dr. Tyler Smith, and requests a court order setting the hourly rate at $1,200 or another reasonable fee pursuant to Code of Civil Procedure section 2034.470. Plaintiff opposes the motion.

Preliminary Matters

Defendant presents evidence of insufficient efforts to meet and confer in good faith towards resolving this dispute. (Code Civ. Proc., §§ 2034.470, subd. (b), 2016.040; Local Rule 20.2.1.) While defense counsel Crosby declares having requested the information outlined in Code of Civil Procedure section 2034.470(b), a review of Exhibit D to the Crosby declaration reveals defense counsel noted the $2,500 advance was "excessive for a non-retained expert." Had the parties conducted a full meet and confer, it seems likely they could have resolved this dispute without involving the court. However, as this is not a basis on which to rule on such a motion, the court will reach the merits of the motion.

Plaintiff submits the declaration of counsel Mark R. Swartz in support of his opposition. However, the Swartz declaration is not signed under penalty of perjury in accordance with Code of Civil Procedure section 2015.5. Accordingly, the court will not rely on the information contained therein.

Ruling on the Motion

"If a party desiring to take the deposition of an expert witness under this article deems that the hourly or daily fee of that expert for providing deposition testimony is unreasonable, that party may move for an order setting the compensation of that expert." (Code Civ. Proc., § 2034.470, subd. (a).) "In addition to any other facts or evidence, the expert or the party designating the expert shall provide, and the court's determination as to the reasonableness of the fee shall be based on, proof of the ordinary and customary fee actually charged and received by that expert for similar services provided outside the subject litigation." (*Id.* at subd. (c).) "[T]he expert or the party designating the expert shall also provide, and the court's determination as to the reasonableness of the fee shall also be based on, both of the following: (1) The total number of times the presently demanded fee has ever been charged and received by that expert. (2) The frequency and regularity with which the presently demanded fee has been charged and received by that expert within the two-year period preceding the hearing on the motion." (*Id.* at subd. (d).) "The court may also consider the ordinary and customary fees charged by similar experts for similar services within the relevant community and any other factors the court deems necessary or appropriate to make its determination." (*Id.* at subd. (e).)

Here, defendant challenges the hourly rate of plaintiff's retained expert, Dr. Smith, who charges $2,500 per hour for his deposition testimony. Defendant relies on the hourly rates

of other experts designated in this case (ranging from $500 to $1,875) to try to demonstrate the higher rate of $2,500 is comparably unreasonable. Plaintiff presents evidence that Dr. Smith, a spinal surgeon for over 20 years, has had the hourly rate of $2,500 for his deposition testimony for approximately the last 5 years. During that five-year period, Dr. Smith estimates he was paid this fee well over 150 times. Dr. Smith further estimates that over the last two years, he has been paid this fee 75 to 100 times.

Based on the foregoing, it does not appear to the court that Dr. Smith's hourly rate for deposition testimony is unreasonable. The motion is, accordingly, denied.

Defendant's request for monetary sanctions is denied. Plaintiff's request for monetary sanctions is also denied as their imposition would be unjust in this instance.

6. S-CV-0053802 Dizdarevic, Alen v. Cal. Dept. of Transportation

Motion for Summary Judgment

Defendant California Department of Transportation ("Caltrans") moves for summary judgment on Plaintiff Alen Dizdarevic's ("Plaintiff") Complaint for dangerous condition of public property under Government Code section 835. Caltrans contends that the subject drainage facility did not constitute a dangerous condition, that it lacked notice of any dangerous condition, and that the action is barred by design immunity under Government Code section 830.6, drain immunity under Government Code section 831.8, and trail immunity under Government Code section 831.4.

The motion is denied. As discussed below, Caltrans has not established that Plaintiff cannot prove an essential element of his cause of action or that any of the asserted statutory immunities constitutes a complete defense.

Background

This action arises from an incident on April 30, 2024, when Plaintiff, then 13 years old, was walking along Brentford Nature Reserve Trail in Lincoln, California. Plaintiff alleges that he approached a stormwater drainage facility located several meters off the trail to look for crawdads. While plaintiff was near the facility, a heavy metal grate allegedly fell onto his toes, causing injury. (Complaint at ¶ 10; Caltrans' Undisputed Material Facts ["UMF"] Nos. 1, 10, 13–14.)

The drainage facility was constructed as part of the Lincoln Bypass Project adjacent to State Route 65. According to Caltrans, the facility was constructed pursuant to engineering plans approved before construction and was designed to collect and convey stormwater runoff. (Price Dec. at ¶¶ 18–32; Thao Dec. at ¶¶ 5–9.)

Plaintiff alleges a single cause of action for dangerous condition of public property under Government Code section 835. He contends that the drainage facility was improperly designed, constructed, inspected, and maintained, and that Caltrans failed to provide

adequate warnings, barriers, or other safeguards. Plaintiff specifically alleges that the metal grate was improperly secured, creating a foreseeable risk that it could become displaced and cause injury. (Complaint at ¶¶ 10–21.)

Caltrans denies liability and moves for summary judgment on five grounds: (1) the drainage facility was not a dangerous condition of public property; (2) the facility's design is protected by statutory design immunity; (3) Caltrans lacked actual or constructive notice of any dangerous condition; (4) the facility is subject to statutory drain immunity; and (5) the injury arose from a condition sufficiently connected to a recreational trail to invoke trail immunity.

Requests for Judicial Notice

The Court grants Caltrans requests and takes judicial notice of: (1) Plaintiff's Complaint filed October 22, 2024; and (2) Plaintiff's government claim, No. GCP202403783, submitted to the Department of General Services on August 19, 2024; as to their existence, filing, and contents, but not the truth of any reasonably disputed factual allegations contained therein.

Evidentiary Objections

Both parties submit evidentiary objections. Plaintiff asserts eight objections to Caltrans' evidence, and Caltrans asserts 22 objections to plaintiff's evidence. The Court rules as follows.

Plaintiff's Objection Nos. 1–8 are overruled.

Caltrans' Objection Nos. 1–17 and 19–22 are overruled.

Caltrans' Objection No. 18 is sustained in part to the extent the accompanying text message is offered to establish the truth of the sender's statements concerning the cause of Plaintiff's injury, as such statements constitute inadmissible hearsay. The objection is otherwise overruled.

In considering the evidence, the Court distinguishes admissibility from evidentiary weight and does not treat the admission of any particular evidence as conclusively establishing the disputed facts.

Legal Standard

A motion for summary judgment shall be granted when the moving party demonstrates that there is no triable issue of material fact and that it is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) A defendant meets its initial burden by showing that one or more elements of a cause of action cannot be established or that a complete defense exists. (Code Civ. Proc § 437c(p)(2).) Once the defendant meets that

burden, the burden shifts to the plaintiff to demonstrate a triable issue of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849–850.)

In determining whether a triable issue exists, the Court considers the evidence and reasonable inferences in the light most favorable to the opposing party. (*Aguilar*, *supra*, 25 Cal.4th at p. 843.)

Government Code section 835 permits liability for injury caused by a dangerous condition of public property where the condition proximately caused the injury, created a reasonably foreseeable risk of the kind of injury incurred, and either (1) a negligent or wrongful act or omission of a public employee acting within the scope of employment created the condition, or (2) the public entity had actual or constructive notice of the condition sufficiently before the injury to take protective measures. (Gov. Code, § 835(a)-(b).)

A dangerous condition is one that creates a substantial, as distinguished from a minor or trivial, risk of injury when the property or adjacent property is used with due care in a reasonably foreseeable manner. (Gov. Code, § 830(a).)

Discussion

Dangerous Condition of Public Property

Caltrans contends that the drainage facility did not constitute a dangerous condition because it was constructed pursuant to approved engineering plans, was reasonably designed, and had no history of substantially similar incidents. Caltrans relies principally on the declaration of Stephen Price, a registered civil engineer who inspected the facility on June 6, 2026, and concluded that the grate assembly was stable when properly seated within its frame. (Price Dec. at ¶¶ 17–18, 37–40; UMF Nos. 2–4.)

Caltrans also relies on records showing no complaints concerning the subject drainage facility during the relevant period. (Nelson Decl., ¶¶ 4–5.)

Plaintiff disputes that the facility was reasonably safe in its actual condition at the time of the accident. Plaintiff testified that one side of the grate was raised toward the center of the drain before it fell onto his toes. Plaintiff also submits a photograph reportedly received on the date of the incident depicting a grate outside its frame. (Plaintiff's Additional Material Facts ["AMF"] Nos. 3–5.)

Mr. Price acknowledged during his deposition that a grate standing upright on its narrow edge would be unstable, whereas a grate properly seated within its frame would be stable. Mr. Price further acknowledged that he did not inspect the facility until more than two years after the accident and could not establish the grate's precise position on the date of the incident. (Price Depo. at pp. 31-36, 65-69; AMF Nos. 5–7.)

The evidence, therefore, presents a material distinction between the drainage facility as originally designed and the condition of the grate when plaintiff was injured. Although Price's opinions support the reasonableness of the approved design, the Court finds that they do not conclusively establish that the grate was properly seated or secured when the accident occurred.

Caltrans' reliance on the absence of prior similar incidents likewise does not establish the absence of a dangerous condition as a matter of law. Although such evidence may be relevant to whether a condition presented a substantial risk of injury, the absence of prior accidents is not dispositive, particularly where the alleged danger arises from a potentially temporary or subsequently created condition.

Caltrans further argues that Plaintiff's interaction with the drainage facility was not a reasonably foreseeable use of the property and that the danger posed by a raised grate was open and obvious. However, Plaintiff was 13 years old, the facility was accessible from a recreational trail, and the evidence permits an inference that an unsecured heavy metal grate posed a substantial risk of injury to persons approaching the structure. Whether Plaintiff exercised due care and whether his conduct was reasonably foreseeable cannot be resolved as a matter of law on the present record.

Accordingly, the Court finds that Caltrans has not established the absence of a triable issue concerning whether the displaced grate constituted a dangerous condition of public property.

Design Immunity (Gov. Code, § 830.6)

Caltrans contends that it is entitled to design immunity because the drainage facility was constructed pursuant to engineering plans approved by an engineer exercising discretionary authority before construction, and because the design was reasonable. Caltrans relies on the as-built plans for the Lincoln Bypass Project, together with the declarations of David Thao, Davinder Minhas, and Price.

Government Code section 830.6 provides immunity for injuries caused by an approved design of public property where the public entity establishes (1) a causal relationship between the design and the accident; (2) discretionary approval of the design before construction; and (3) substantial evidence supporting the reasonableness of the design. (*Cornette v. Department of Transportation* (2001) 26 Cal.4th 63, 69.)

Caltrans has presented evidence sufficient to establish discretionary approval and substantial evidence of design reasonableness. The engineering plans were approved before construction, and Mr. Price opines that the facility was designed in accordance with applicable engineering standards. (Price Dec. at ¶¶ 22–30, 37–40.) Plaintiff's challenges to Mr. Price's lack of personal participation in the original approval process do not, by themselves, undermine this showing.

However, Caltrans has not established that design immunity encompasses all theories of liability asserted in the Complaint. Caltrans relies on Plaintiff's allegations of defective design to establish the requisite causal relationship between the approved plans and the injury. Although those allegations may establish causation for plaintiff's design-defect theories, the complaint also alleges negligent inspection, maintenance, and securing of the grate.

Plaintiff's evidence supports the inference that the injury resulted from the grate being displaced from its frame, rather than from a feature inherent in the approved design. Mr. Price acknowledged that the grate would be stable when properly seated but unstable when standing upright. (AMF No. 5.) The evidence does not establish that the approved plans contemplated or required the grate to remain in that displaced position.

Caltrans additionally contends that design immunity has not been lost through changed physical conditions. However, Plaintiff's theory of negligent maintenance or displacement is distinct from a claim that the approved design became dangerous because of subsequent changes in surrounding physical conditions. The absence of evidence establishing loss of design immunity therefore does not necessarily defeat plaintiff's separate maintenance-based allegations.

Accordingly, although Caltrans has established the discretionary approval and reasonableness elements of design immunity, it has not demonstrated that the immunity constitutes a complete defense to plaintiff's claim arising from the allegedly displaced grate.

Negligent Creation and Notice of the Dangerous Condition (Gov. Code, § 835)

Caltrans separately contends that Plaintiff cannot establish liability based on failure to warn because Caltrans lacked notice of the alleged dangerous condition. Caltrans relies on Nelson's declaration and the CSR database query, which identified no complaints concerning the subject drainage facility during the relevant period. (Nelson Dec. at ¶¶ 4–5; UMF Nos. 4, 9.)

Government Code section 835 provides two alternative bases for establishing liability. Under subdivision (a), liability may arise where a negligent or wrongful act or omission of a public employee acting within the scope of employment created the dangerous condition. Under subdivision (b), liability may arise where the public entity had actual or constructive notice of the condition sufficiently before the injury to take protective measures.

Caltrans' motion addresses the absence of complaints and prior similar incidents but does not separately demonstrate that plaintiff cannot establish negligent creation of the condition by a public employee under section 835(a).

Evidence that the drainage facility was properly designed does not necessarily establish that Caltrans employees did not subsequently leave the grate unsecured or displaced

during maintenance or inspection activities. Although Plaintiff has not identified a particular employee who created the condition, Caltrans has not demonstrated through its moving evidence that plaintiff cannot establish this alternative statutory basis for liability.

The Court emphasizes that Plaintiff's evidence does not affirmatively establish that a Caltrans employee displaced the grate or otherwise created the allegedly dangerous condition. Nor does Caltrans' ownership or maintenance of the facility, standing alone, establish negligent employee creation. Plaintiff ultimately bears the burden of establishing the statutory requirements of section 835(a). The present determination, however, concerns only whether Caltrans has satisfied its initial burden on summary judgment. As Caltrans has not demonstrated that Plaintiff cannot establish negligent employee creation, the burden does not shift to plaintiff to affirmatively prove that alternative theory in opposition to the motion.

With respect to notice, Government Code section 835.2 permits constructive notice where the condition existed for a sufficient period and was sufficiently obvious that the public entity, exercising due care, should have discovered it.

Caltrans' CSR records are relevant to whether it received prior complaints; however, the absence of recorded complaints does not necessarily establish the absence of constructive notice. The records do not establish when the grate became displaced, the date or scope of the last inspection of the particular grate, or whether Caltrans employees had an opportunity to discover its condition before the accident.

Plaintiff relies on maintenance records documenting drainage-related work along State Route 65 and on the photograph depicting the displaced grate. The evidence, however, likewise does not establish how long the grate remained displaced or whether Caltrans personnel observed it before the incident. The photograph establishes, at most, the condition depicted at the time it was taken; it does not establish how long that condition existed. Similarly, the presence of graffiti does not, without additional evidence, establish the duration of the grate's displacement.

Accordingly, the Court does not find that Plaintiff has established actual notice, constructive notice, or negligent employee creation. Those matters remain elements Plaintiff must prove to establish liability. Rather, Caltrans has not demonstrated through the evidence submitted that Plaintiff cannot establish either statutory alternative. Its showing concerning the absence of complaints does not conclusively negate constructive notice, and its moving papers do not adequately address negligent creation of the condition by a public employee.

The Court therefore finds that Caltrans has not carried its initial burden of establishing that Plaintiff cannot prove the statutory requirements of section 835.

Drain Immunity (Gov. Code, § 831.8)

Caltrans contends that it is immune from liability under Government Code section 831.8, subdivision (b), because Plaintiff's injury was caused by a drain that he was using for a purpose other than its intended function. Caltrans emphasizes that plaintiff approached the drainage facility to look for crawdads, rather than to use the facility for drainage purposes. (UMF Nos. 10–11.)

Section 831.8, subdivision (b), provides qualified immunity to the state and irrigation districts for injuries caused by the condition of canals, conduits, or drains used for the distribution of water when the injured person uses the property for an unintended purpose.

The statute, therefore, requires more than a showing that the structure is commonly described as a drain. The facility must qualify as a canal, conduit, or drain used for the distribution of water.

Here, Caltrans' evidence establishes that the subject facility was constructed as part of the Lincoln Bypass Project and serves a highway stormwater drainage function. Caltrans, however, has not demonstrated that the facility is used for the distribution of water within the meaning of section 831.8(b). Its separate statement establishes that the structure is a drain and that plaintiff was not using it for its intended purpose, but does not separately address the statutory water-distribution requirement. (UMF Nos. 10–11.)

In *Perez v. Oakdale Irrigation District* (2023) 98 Cal.App.5th 793, the Court of Appeal applied section 831.8(b) to a drain operated by an irrigation district and explained that the statute encompasses unintended interactions with qualifying water-distribution facilities. However, *Perez* did not determine whether a highway stormwater inlet serving a roadway drainage function falls within the statute.

The distinction between stormwater drainage and water distribution has been recognized in other statutory contexts. (See *Howard Jarvis Taxpayers Assn. v. City of Salinas* (2002) 98 Cal.App.4th 1351; *Department of Finance v. Commission on State Mandates* (2022) 85 Cal.App.5th 535.) Those decisions, however, concern different statutory or constitutional provisions and do not directly interpret section 831.8(b). They, therefore, do not establish that highway stormwater drainage facilities are categorically excluded from the immunity. Nor does *Perez* establish that all facilities collecting or conveying stormwater necessarily qualify.

The relevant inquiry is whether the particular facility at issue satisfies the statutory requirement. Caltrans bears the burden of establishing the elements of its asserted immunity. Although its evidence identifies the structure as a highway stormwater drain, it does not establish that the facility performs the water-distribution function required by subdivision (b). The Court declines to infer that statutory element solely from the facility's designation as a drain or its general stormwater conveyance function.

The Court therefore does not decide whether highway stormwater drainage facilities are categorically excluded from section 831.8(b). Instead, the Court only concludes that Caltrans has not established that the subject facility qualifies for the immunity on the present evidentiary showing.

Given that Caltrans has not established the threshold applicability of subdivision (b), the Court need not determine whether plaintiff satisfies the exceptions under subdivisions (d) or (e). Accordingly, Caltrans has not demonstrated that drain immunity bars plaintiff's action as a matter of law.

Trail Immunity (Gov. Code, § 831.4)

Caltrans contends that it is entitled to trail immunity under Government Code section 831.4 because the subject drainage facility was inherently connected and integral to Brentford Nature Reserve Trail. Caltrans emphasizes that plaintiff accessed the facility while using the trail and that the trail was used for recreational purposes. (UMF Nos. 14–17.)

Government Code section 831.4 generally immunizes public entities from liability for injuries caused by the condition of qualifying recreational trails. The immunity may extend to certain conditions adjacent to a trail where the alleged danger is sufficiently related to the trail's location, design, or recreational use. (*Amberger-Warren v. City of Piedmont* (2006) 143 Cal.App.4th 1074, 1083–1084; *Leyva v. Crockett & Co.* (2017) 7 Cal.App.5th 1105.)

The existence of a recreational trail near the accident location, however, does not automatically establish that an injury caused by a separate structure falls within trail immunity. (See *Garcia v. American Golf Corp.* (2017) 11 Cal.App.5th 532; *Toeppe v. City of San Diego* (2017) 13 Cal.App.5th 921.)

Here, the Complaint alleges that the drainage facility was located several meters off the trail. (Complaint at ¶ 10.) Caltrans' evidence establishes that the facility was constructed as part of a highway improvement project and served a stormwater drainage function. Although the facility was accessible from the recreational trail, Caltrans has not established that it was constructed as part of the trail, served a trail-related function, or constituted a feature of the trail's design or maintenance.

Moreover, Plaintiff's alleged injury resulted from a displaced metal grate at the drainage facility, rather than from the trail's surface, alignment, or condition. Caltrans' assertion that the facility was inherently connected and integral to the trail is not established merely by the facility's proximity to the trail or plaintiff's use of the trail to reach it.

Accordingly, the Court finds Caltrans has not established that the alleged injury was caused by a condition of a recreational trail within the meaning of section 831.4. Trail immunity therefore does not support summary judgment in Defendant's favor.

Conclusion

Based on the foregoing, Caltrans has not established its entitlement to summary judgment on any of the five asserted grounds. First, a triable issue of material fact exists concerning whether the displaced grate constituted a dangerous condition of public property. Second, although Caltrans has established the elements of design immunity under Government Code section 830.6 with respect to the approved design, it has not demonstrated that the immunity extends to Plaintiff's allegations of negligent maintenance. Third, Caltrans has not satisfied its initial burden of demonstrating that Plaintiff cannot establish liability under either alternative basis provided by Government Code section 835, namely, negligent creation of the dangerous condition by a public employee or actual or constructive notice. Fourth, Caltrans has not established that the drainage facility was used for the distribution of water, as required for immunity under Government Code section 831.8. Finally, Caltrans has not demonstrated a sufficient connection between the highway drainage facility and the recreational trail to establish trail immunity under Government Code section 831.4.

Accordingly, Caltrans' motion for summary judgment is denied.

7. S-CV-0053902 Alvarez, Leticia v. Precision Fluid Controls

The motion for final approval is continued to **January 14, 2027 at 8:30 a.m. in Department 3** to be heard by the **Honorable Michael W. Jones**.

The case management conference is likewise continued to **January 14, 2027 at 9:00 a.m. in Department 3**.

8. S-CV-0054153 Itria Ventures LLC v. Tandoori Nights

Motion for Summary Adjudication

Plaintiff moves for summary adjudication against defendant Tandoori Nights of CA, Inc. ("Tandoori Nights") as to the third cause of action for breach of contract. No opposition was filed.

A party may move for summary adjudication as to one or more causes of action if the party contends there is no affirmative defense to the cause of action. (Code Civ. Proc., § 437c, subd. (f)(1).) The moving party bears the initial burden of establishing each element of the cause of action entitling them to judgment as a matter of law. (*Id.* subds. (f)(1), (p)(1).) Only if this initial burden is met will the burden shift to the opposing party to establish a triable issue of material fact. (*Id.* subd. (p)(1).) In reviewing a motion for summary adjudication, the court must view the supporting evidence and all reasonable inferences drawn from the evidence in the light most favorable to the opposing party. (*Aguilar v. Atlantic Richfield Company* (2001) 25 Cal.4th 826, 843.) Summary adjudication shall not be granted based on inferences reasonably deducible from the

evidence if contradicted by other inferences that raise a triable issue of material fact. (Code Civ. Proc., § 437c, subd. (c).) The court reviews the motion with these principles in mind.

Plaintiff presents evidence that on July 29, 2024, plaintiff and Tandoori Nights entered into a Receivables Sale Contract executed by defendant Samah Atique (not a party to this motion) on behalf of Tandoori Nights, whereby plaintiff agreed to pay $78,000 to Tandoori Nights to purchase $99,840 of Tandoori Nights' accounts receivable. (SSUMF No. 1.) Tandoori Nights agreed to remit to plaintiff 10.99% of its accounts receivable every week, which amounted to $1,536 every week, until plaintiff had collected the full amount sold. (SSUMF No. 2.) Plaintiff performed its obligations under the agreement. (SSUMF Nos. 1, 3.) Tandoori Nights, however, failed to remit its accounts receivable as agreed, causing damages to plaintiff in the amount of $84,181.17 in addition to attorneys' fees, interest, and costs. (SSUMF Nos. 4–6.) Plaintiff has presented sufficient evidence to meet its initial burden showing entitlement to judgment as to the third cause of action for breach of contract.

The burden therefore shifts to defendant Tandoori Nights to show one or more triable issues of material fact. As this motion is unopposed, defendant Tandoori Nights falls short of its burden.

The motion for summary adjudication is granted as to the third cause of action against defendant Tandoori Nights.

Order to Show Cause

On September 29, 2026, the court granted former defense counsel Mitchell L. Abdallah of Abdallah Law Group, PC's motion to be relieved as counsel for defendant Tandoori Nights of CA, Inc. The court advised a corporate entity may not appear in court in pro persona and scheduled this order to show cause hearing. (Law and motion minutes, Sept. 29, 2026.) The court observes that since then, no substitution of attorney has been filed into the case. Appearance of the parties is required on **November 10, 2026 at 8:30 a.m. in Department 32**.

9. S-CV-0054193 Eddenfield, Mary v. County of Placer

Defendant Auburn Area Recreation and Park District's Motion for Summary Judgment, or in the Alternative, Summary Adjudication

Preliminary Matters

Plaintiff's request for judicial notice is granted.

Defendant's objections to evidence nos. 1, 5, and 6 are sustained. Defendant's remaining objections are overruled.

Ruling on Motion

A party is entitled to bring a motion for summary judgment where there are no triable issues of fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) The defendant bears the initial burden of establishing that one or more elements of the cause of action cannot be established or that there is a complete defense to the cause of action. (*Id.* subd. (p)(2).) Only when this initial burden is met does the burden shift to the opposing party to show a triable issue of material fact. (*Ibid.*) In reviewing a motion for summary judgment, the court must view the supporting evidence, and inferences reasonably drawn from such evidence, in the light most favorable to the opposing party. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.)

On April 2, 2024, plaintiff Mary Eddenfield and her late husband, Darwin Eddenfield pulled into the parking lot for Auburn Regional Park for Mr. Eddenfield to use the restroom. (Undisputed Material Facts (UMF) 1.) It was approximately 9:00 p.m. and dark outside. (UMF 2.) There was a sign posted near the entrance to the park stating, "Regional Park Closed Nightly Dusk to Dawn." (UMF 3.) After parking, Mr. Eddenfield walked to a nearby port-a-potty. (UMF 4.) Plaintiff heard Mr. Eddenfield scream and saw him on the ground. (UMF 5.) Plaintiff did not see Mr. Eddenfield's fall. (UMF 6.) After the incident, Mr. Eddenfield was transported to the hospital. Thereafter, he transferred back and from between the hospital and a residential care facility for a period of approximately ten weeks, before his death on June 12, 2024. (Plaintiff's Additional Material Facts (PAMF) No. 3.)

Defendant moves for summary judgment on the grounds no dangerous condition existed, and defendant did not create or have notice of the dangerous condition if it existed. Defendant separately sought adjudication of plaintiff's claim for wrongful death damages based on the purported failure to submit a government claim but has withdrawn that basis for the motion in its reply brief. Defendant presents evidence that the wooden border Mr. Eddenfield stepped on was not unstable and was structurally sound, and that defendant had not received any complaints or reports of tripping or falls in the area. (UMF 8, 10.) Based on the evidence presented defendant satisfies its burden as the moving party to show no dangerous condition existed which caused Mr. Eddenfield's injuries, shifting the burden to plaintiff to establish a triable issue of fact.

In response, plaintiff presents evidence that, according to Mr. Eddenfield's statement within minutes of the incident, he stepped on a wooden border when crossing from the parking lot to the port-a-potty adjacent to the parking lot, felt the board shift, and then fell backwards. Plaintiff returned to the location two or three days later and observed a gap underneath and apparent unattached end of the board her husband had pointed out. (RUMF 8.) The court finds plaintiff has adequately established a triable issue of fact as to whether a dangerous condition existed which caused Mr. Eddenfield's fall.
To establish liability against a public entity for injury caused by a dangerous condition or public property, Government Code section 835 requires proof that:

(a) A negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or
(b) The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

Defendant presents evidence it never received complaints about the wooden border, reports of tripping around the border, reports of falls at the subject location, or any comments that the wooden border was difficult to see; additionally plaintiff does not contend defendant created the condition. (UMF 13.) Based on this evidence, defendant satisfies its burden as the moving party to show it did create nor have actual or constructive notice of the dangerous condition which caused Mr. Eddenfield's fall, shifting the burden to plaintiff to establish a triable issue of material fact. In response, plaintiff notes the border was placed twenty years ago and has not been replaced. Plaintiff presents no evidence as to the length of time it is believed the dangerous condition existed. The court finds plaintiff fails to establish a triable issue of fact with respect to notice of the defective condition.

Based on the foregoing, defendant's motion for summary judgment is granted.

10. S-CV-0055092 Taylor, Michele Ann v. Rosebay

Motion to Compel Further Responses

Plaintiff moves to compel further responses against defendant Karrie Nicole Taylor to set one of discovery. The court had previously directed the parties to meet and confer in good faith towards resolving these discovery disputes. On October 5, 2026, the parties filed a joint declaration of counsel narrowing the disputed issues to only plaintiff's requests for production, set one, numbers 7 and 8.

From the language in plaintiff's reply brief, it appears defendant served an opposition brief that is not appearing in the court's file, although on October 14, 2026, defendant did file a separate statement in opposition to the motion to compel. The court wishes to review full briefing in this matter. Accordingly, the motion is continued to **November 24, 2026 at 8:30 a.m. in Department 32**. By November 13, 2026, defendant Karrie Nicole Taylor is directed to file a copy of the opposition brief that was served on plaintiff. If, however, the court is wrong and no opposition brief was served, defendant Karrie Nicole Taylor shall file by November 13, 2026 a supplemental declaration explaining as much to the court. Other than these items, no further briefing is permitted.

11. S-CV-0055093 Young, Kristyna v. Boreal Ridge Corp.

If oral argument is requested, it will be heard in **Department 32** by the Honorable Trisha J. Hirashima.

Plaintiffs are advised the notice of motion must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Motion for Preliminary Approval

Plaintiffs move for preliminary approval of the parties' class action and PAGA action settlement. No opposition has been filed.

The motion is supported by insufficient notice. All moving papers and supporting papers shall be served and filed at least 16 court days before the hearing. (Code Civ. Proc., § 1005, subd. (b).) Notice is extended by 2 court days when service is by electronic means, as it was here. (Code Civ. Proc., § 1010.6, subd. (a)(3)(B).) The court on its own motion continues this motion to **November 24, 2026 at 8:30 a.m. in Department 32**. Plaintiffs are directed to file and serve a notice of continued hearing by November 13, 2026.

12. S-CV-0056502 Hudson Ins. Co. v. Exclusive Auto Group

Plaintiff's Motion for Summary Judgment

Plaintiff's objections, Nos. 1-9, are sustained. Defendants' objection No. 9 is sustained. Defendants' remaining objections are overruled.

Plaintiff Hudson Insurance Company moves for summary judgment. Defendants oppose the motion.

On or about August 2, 2018, plaintiff and defendants, Exclusive Auto Group, Inc., a California corporation dba Exclusive Motors; Roman Mikitiuk, guarantor; Rochelle Mikitiuk, guarantor (defendants), entered into a written indemnity agreement. Per the terms of the agreement, defendants agreed: "To promptly pay on behalf of the surety, and if the surety makes a prior payment, to promptly reimburse the surety for all incurred loss and expense of whatever kind; including but not limited to, investigation costs, interest, court costs and attorney's fees ... stemming from the surety either furnishing the bond or enforcing this agreement." (Undisputed Material Facts (UMF) 1.) Thereafter, plaintiff issued a dealer's surety bond, bond number 1007 8481 on behalf of defendants in the penal sum of $50,000.00. (UMF 2.) Thereafter, two civil actions were made against the bond, resulting in plaintiff paying out $65,349.90, including $15,349.90 in attorneys' fees and costs. (UMF 3.) Defendants thereafter failed to pay plaintiff pursuant to the terms of the agreement and the bond. (UMF 4.) On October 27, 2025, plaintiff filed a complaint for one count breach of contract, requesting damages of $65,349.90.

"A party may move for summary judgment in an action or proceeding if it is contended that the action has no merit or that there is no defense to the action or proceeding." (Code Civ. Proc., § 437c, subd. (a)(1).) "The motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c); *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.)

To state a cause of action for breach of contract, plaintiff must plead the existence of a contract, the performance of the contract or excuse for nonperformance, defendant's breach and resulting damage. Plaintiff presents evidence that pursuant to its obligations as surety, plaintiff resolved and paid the two underlying lawsuits in the amount of $50,000.00 plus $15,349.90 in attorneys' fees and costs to defend, totaling $65,349.90. Defendants have failed to indemnify plaintiff pursuant to the terms of the agreement. Based on the evidence presented plaintiff satisfies its burden as the moving party, and the burden shifts to defendants to demonstrate a triable issue of fact.

In opposition, defendants claim they were told that they would be alerted if any claim was made against the bond, and the claims paid by plaintiff were meritless. Defendants assert that if they had been notified in advance, they would have attempted to defend against the claims. However, defendants point to no contractual language establishing a duty by plaintiff to provide advance notice to defendants prior to resolving claims made against the bond. Defendants also argue that plaintiff's claimed legal fees are refuted, inflated, and unnecessary, but provide no evidence which supports this conclusion.

Based on the evidence presented, defendants fail to satisfy their burden of establishing a triable issue of material fact as to the cause of action for breach of contract.

Based on the foregoing, plaintiff's motion for summary judgment is granted. The court notes that any claim for attorneys' fees incurred in this action must be sought by properly noticed motion.

13. S-CV-0057323 Rodriguez, Morgan v. FlexCare

Motion to Compel Arbitration

Plaintiff Morgan Rodriguez ("Plaintiff") was employed by Defendant FlexCare, LLC ("Defendant" or "FlexCare") beginning in January 2024 until her termination in August 2025. Plaintiff alleges that Defendant terminated her employment shortly after she disclosed her pregnancy and asserts claims arising from her employment, including discrimination, wrongful termination, wage and hour violations, and failure to reimburse business expenses.

Defendant moves to compel arbitration of Plaintiff's claims and to stay the action pending completion of arbitration. Defendant contends that Plaintiff voluntarily executed a binding agreement on May 1, 2024 ("Agreement") to arbitrate all employment related claims against Defendant through Defendant's Paycom onboarding system. Plaintiff

opposes the motion arguing that Defendant has failed to establish her assent and that the Agreement is procedurally and substantively unconscionable, particularly when considered together with the contemporaneously executed confidentiality agreement.

Requests for Judicial Notice and Evidentiary Objections

Defendant's Request for Judicial Notice of Plaintiff's Complaint is granted pursuant to Evidence Code section 452, subdivision (d), as to the existence and contents of the pleadings, but not the truth of its allegations.

The Court overrules Plaintiff's Objection Nos. 1-4, 7, 10-15, and sustains in part Objection Nos. 5-6, and 8-9. As to Objection Nos. 5-6 and 8, Ms. McCartney lacks sufficient personal knowledge or foundation to establish that Plaintiff personally executed the Agreement, that Plaintiff was the only possible signer, or that Defendant could not access or execute the Agreement without Plaintiff's credentials. As to Objection No. 9, Ms. McCartney has not established personal knowledge of Defendant's onboarding practices before her employment began in 2021. As to Objection No. 13, Ms. McCartney's familiarity with Defendant's personnel records and onboarding procedures provides sufficient foundation to authenticate the Paycom Change History report. The Court finds that absence of testimony from a Paycom representative itself does not, by itself, render the report inadmissible.

Existence of an Arbitration Agreement

Defendant bears the burden of establishing the existence of an agreement to arbitrate by a preponderance of the evidence. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 314.) Where the authenticity of an electronic signature is disputed, the Court must determine whether the signature is attributable to the employee. (*Iyere v. Wise Auto Group* (2023) 87 Cal.App.5th 747, 755; *Garcia v. Stoneledge Furniture, LLC* (2024) 102 Cal.App.5th 41, 52-54.)

In support of its motion, Defendant submits the declaration of Kelsey McCartney, its Human Resources Operations Manager since October 2021, who attests to her familiarity with Defendant's onboarding procedures, her responsibility for maintaining employee personnel records, and her review of Plaintiff's personnel file, which contains the electronically executed Agreement and corresponding Paycom records. (McCartney Dec. ¶¶ 2, 4-6, Exs. 1-2.)

The Court finds that the Defendant has established the existence of a valid arbitration agreement. Ms. McCartney describes Defendant's electronic onboarding procedures, including individualized login credentials, password protections, security questions, and multi-factor authentication. (*Id.* ¶¶ 4-6.) The Paycom Change History report reflects that Plaintiff electronically executed the May 1, 2024 Agreement at 5:43:45 p.m., using the same employee identifier associated with other employment documents. (*Id.*, Ex. 1.) Although Plaintiff declares that she does not recall seeing or signing the Agreement, she does not affirmatively deny executing it. (Rodriguez Dec. ¶¶ 3-5.) The Court finds

Defendant's contemporaneous electronic records and evidence of authentication procedures sufficient to establish Plaintiff's execution of and assent to the Agreement.

Scope of the Agreement

The Agreement broadly requires arbitration of arising from or relating to Plaintiff's employment with Defendant, including statutory employment claims. (McCartney Dec. Ex 2, ¶ 1.) Plaintiff's causes of action for discrimination, wrongful termination, wage and hour violations, and reimbursement arise from her employment relationship and fall within the scope of the Agreement. Accordingly, the Agreement encompasses the claims asserted in this action.

Unconscionability

Plaintiff argues, alternatively, that the Agreement is enforceable because it is both procedurally and substantively unconscionable. Plaintiff contends that the Agreement was imposed as a condition of employment without an opportunity to negotiate its terms and that its provisions, particularly when considered together with the contemporaneously executed confidentiality agreement, are impermissibly one-sided. Plaintiff bears the burden of establishing unconscionability. Both procedural and substantive unconscionability must be present, although they need not exist to the same degree. (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114.)

As to procedural unconscionability, the Court finds a low degree of procedural unconscionability because the Agreement was presented as a condition of employment with an apparent opportunity for negotiation. The Court, however, also finds that the arbitration provisions were conspicuous, the Agreement was separately titled, and Plaintiff was afforded an opportunity to review its terms.

With regard to substantive unconscionability, Plaintiff argues that the Agreement is substantively unconscionable because of its mediation provision, breadth of covered claims, application to non-parties, limitations on discovery, and the provisions of the contemporaneously executed Internal Employee Confidentiality Agreement. The Court, however, is not persuaded that these provisions render the Agreement unenforceable. The mediation provision is permissive rather than mandatory, the Agreement imposes mutual arbitration obligations concerning employment-related disputes, and the incorporated AAA rules authorize discovery sufficient to vindicate statutory rights. (McCarthy Dec., Ex. 2.)

Plaintiff further argues that the Agreement must be considered together with the confidentiality agreement, which affords Defendant certain judicial remedies for confidentiality violations. Although agreements executed as part of the same transaction may be construed together under Civil Code section 1642, the existence of potentially unconscionable provisions in a related agreement can, but does not necessarily, invalidate the agreement to arbitrate. (*Alberto v. Cambrian Homecare* (2023) 91 Cal.App.5th 482,

490-494.) The agreements at issue in *Alberto*, however, involved multiple unconscionable provisions whereas the principal concern in this case is the confidentiality agreement's employer-favoring injunctive relief provisions. Even assuming those provisions are unconscionable, the Court finds that they are collateral to the parties' agreement to arbitrate and may be severed without defeating its central purpose. Accordingly, the confidentiality agreement does not render the Agreement unenforceable.

Based on the above, Defendant's motion to compel is granted. The parties are ordered to submit Plaintiff's claims to binding arbitration in accordance with the Agreement. The action is stayed pending completion of arbitration. The Court schedules this matter for an Order to Show Cause hearing regarding the status of arbitration on **June 8, 2027 at 9:00 a.m. in Department 32**.

14. S-CV-0057662 In Re the Petition of Masera, Frank Louis

If oral argument is requested, it will be heard in **Department 32** by the Honorable Trisha J. Hirashima.

Amended Petition for Approval of Minor's Compromise of Claim

Petitioner Frank Louis Masera seeks to compromise the claim of minor Milan Masera. The petition is granted as prayed. After careful consideration of the petition and supporting attachments, the court finds the settlement is in the best interest of the minor. If oral argument is requested, the appearance of the minor at the hearing is excused.
